

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776551

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		12/23/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	UNOSQUARE, LLC		
Street Address:	4800 Meadows Road, Suite 300		
City:	Lake Oswego		
State/Country:	OREGON		
Postal Code:	97035		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	97088197	UNOSQUARE	
Registration Number:	6579891		
Registration Number:	6579753		
Registration Number:	6489793	UNOSQUARE	
Registration Number:	6206470	PASSCOREPRO	
Registration Number:	6206466	PASSCOREPRO	
CORRESPONDENCE DATA			
Fax Number:			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1861382 TM A		
NAME OF SUBMITTER:	Yvette Stohler		
SIGNATURE:	/Yvette Stohler/		

OP \$165.00 97088197

DATE SIGNED:	12/27/2022
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Total Attachments: 6

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- source=Citibank - Unosquare - Termination of IP Security Agreement (Unosquare) (12.2022)(Executed)#page2.tif
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TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this "Termination") dated as of December 23, 2022, is executed by **CITIBANK, N.A.** (the "Secured Party"), and in favor of **UNOSQUARE, LLC**, a Nevada limited liability company ("Grantor"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Intellectual Property Security Agreement (defined below).

RECITALS

A. Pursuant to the Intellectual Property Security Agreement, dated as of September 30, 2022, executed by Grantor (as amended from time to time, the "Intellectual Property Security Agreement"), which was entered into in conjunction with that certain Loan and Security Agreement, dated as of September 30, 2022, between Secured Party and Grantor (as amended from time to time, the "Loan Agreement"), Grantor granted to Secured Party a security interest in the Intellectual Property Collateral (defined below).

B. The Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on October 3, 2022, at Reel/Frame 7857/0215, to evidence the security interest granted under the Loan Agreement.

C. Secured Party agrees to terminate and release its security interest in the Intellectual Property Collateral specified below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby agrees as follows:

1. (a) The Intellectual Property Security Agreement and (b) with respect to the Intellectual Property Collateral, the Loan Agreement, are hereby terminated and of no further force and effect.

2. Secured Party hereby expressly irrevocably and unconditionally terminates, cancels, discharges and releases such security interest in all right, title and interest of Grantor in any and all Intellectual Property Collateral (as defined in the Intellectual Property Security Agreement), including, without limitation, all of the following and reassigns, transfers and conveys to Grantor any and all right, title and interest of Secured Party (if any) therein or thereto, including, in each instance, any and all of the foregoing granted to Secured Party pursuant to the Intellectual Property Security Agreement and/or Loan Agreement:

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

3. Secured Party represents and warrants that it has the full power and authority to execute this Termination.

4. Secured Party shall record or file this Termination with the United States Patent and Trademark Office (at the Grantor's sole cost and expense).

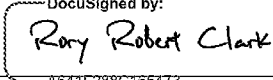
5. Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, or reassignment to the Grantor of the security interest contemplated hereby (at the Grantor's sole cost and expense).

[signature on following page]

IN WITNESS WHEREOF, Secured Party has executed and delivered this Termination as of the day and year first above written.

SECURED PARTY

CITIBANK, N.A.

By: 
A641F288C165473...

Name: Rory Clark

Title: Senior Vice President

[Signature Page to Termination and Release of Intellectual Property Security Agreement – Unosquare]

EXHIBIT A
COPYRIGHTS

None.

Exhibit A

TRADEMARK
REEL: 007930 FRAME: 0147

EXHIBIT B
TRADEMARKS


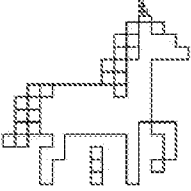
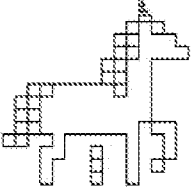

<i>Trademark</i>	<i>Country</i>	<i>Filed</i>	<i>Serial No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>	<i>Owner</i>
	US	10/22/21	97088197			Pending	Unosquare, LLC
	US	11/13/20	90318002	12/7/21	6579891	Registered	Unosquare, LLC
	US	10/23/20	90274573	12/7/21	6579753	Registered	Unosquare, LLC
UNOSQUARE	US	9/16/20	90185531	7/6/21	6489793	Registered	Unosquare, LLC
	US	3/28/19	88361137	11/24/20	6206470	Registered	Unosquare, LLC
PASSCOREPRO	US	3/26/19	88357710	11/24/20	6206466	Registered	Unosquare, LLC

Exhibit B

EXHIBIT C
PATENTS

None.

Exhibit C